

SECRECY UNDERTAKING

At the request of Bazaro Sverige AB, Org. No. 559120-0679, (hereinafter referred to as “the Disclosing Party”), Raheleh Shahbazi, born in 1978-11-28 (hereinafter referred to as “the Issuer”, undertakes the secrecy obligations hereinafter contained.

The purpose of the undertaking is the Issuer shall not use information, data or materials about the Disclosing Party’s business secrets and other similar information of a business-sensitive nature for purposes other than for the purpose of providing the Provider with potential services / products (“the Purpose of the Undertaking”).

1. UNDERTAKING OF SECRECY

The Issuer undertakes without limitation as to time to not disclose to third party’s confidential information received from the Disclosing Party under this Undertaking. For the purpose of this Undertaking confidential information shall mean any and all information – including but not limited to technical, practical and commercial information – save as provided under a.–c. below.

- a. Information, which is known, or which will become known in full detail to the public other than by breach of the obligations herein contained.
- b. Information, which the Issuer can show was in its possession before receiving it from the Disclosing Party.
- c. Information, which the Issuer has received or will receive from a third party without restraints as to the disclosure thereof.

In cases under c. the Issuer is however not entitled to reveal to third parties that the same information has been received from the Disclosing Party under this Undertaking.

The Issuer shall not expose to third parties’ products, samples, models or other physical objects or data provided by the Disclosing Party, which objects, or data contain or may reveal confidential information.

2. AUTHORIZED PERSONS

The Issuer ensures that confidential information is disclosed only to persons who need the information to carry out the Purpose of the Undertaking and that such persons covenant to keep the information confidential to the extent the Issuer is bound by secrecy under this Undertaking.

The Issuer shall prepare a list of persons who have received confidential information provided by the Disclosing Party. On request a copy of the list shall be transmitted to the Disclosing Party.

3. USE AND HANDLING OF CONFIDENTIAL INFORMATION

The Issuer hereto shall only use confidential information supplied by the Disclosing Party during the time the Disclosing Party receives services or in the preparation to receive services from the Issuer and for the Purpose of the Undertaking.

The Issuer shall observe the Disclosing Party's instructions regarding the handling of information.

The Issuer shall return all documented information provided by the Disclosing Party when the Disclosing Party no longer provides services from the Issuer. The Issuer shall acknowledge in writing that the documentation thus transmitted is complete and that no copies have been retained.

4. PENALTY

In the event that the Issuer should commit a breach of any provision of this Undertaking, then the Issuer shall be liable to pay the Disclosing party a penalty of four (4) price base amount (SW: prisbasbelopp enligt 2:7 SFB) provided always, however, that the Disclosing Party may claim larger damages upon proof that the actual injury corresponds to a greater amount than such agreed penalty.

5. GOVERNING LAW AND DISPUTES

This Agreement shall be construed in accordance with and be governed by the laws of Sweden.

Any dispute, controversy or claim arising out of or in connection with this Undertaking, or the breach, termination, or invalidity thereof, shall be finally settled by arbitration in accordance with the Simplified Rules of the Arbitration Institute of the Stockholm Chamber of Commerce. The arbitral tribunal shall be composed of a sole arbitrator. The place of arbitration shall be Gothenburg. The language(s) to be used in the arbitral proceedings shall be English.

[Signature page follows.]

5/24/2022
X 24.05.2022
R.Shahbazi
Signed by: localhost